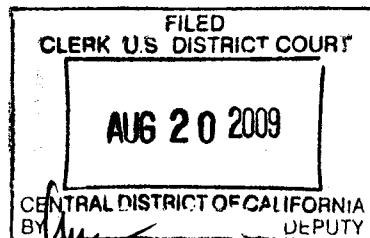


ORIGINAL

1 James H. Berry, Jr. (State Bar No. 075834)
2 Kevin R. Lussier (State Bar No. 143821)
3 BERRY & LUSSIER
4 A Professional Corporation
5 2049 Century Park East, Suite 950
6 Los Angeles, California 90067-3134
7 Telephone: (310) 557-8989
8 Facsimile: (310) 788-0080
9 jberry@berryperkins.com
10 kluissier@berryperkins.com



11 Attorneys for Plaintiff CHANEL, INC.
12

13 THE UNITED STATES DISTRICT COURT
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 CHANEL, INC., a New York corporation,) Case No. SACV 08-0630-AG (ANx)
16 Plaintiff,)
17 vs.)
18 YING LUNG CHENG a/k/a)
19 LAWRENCE CHENG a/k/a)
20 LAURENCE CHENG a/k/a)
21 LAURANCE CHENG, JENNY)
22 CHENG, SEAN ZHOU and NEVIN)
23 GARRISON, individually, and)
24 jointly, d/b/a JGOODIN.COM d/b/a)
25 LEGACY DESIGN d/b/a JGI NEW)
26 YORK; and J. GOOD-IN, INC., a)
27 California corporation, d/b/a)
28 JGOODIN.COM d/b/a LEGACY)
DESIGN d/b/a JGI NEW YORK and)
DOES 1-10,)
Defendant(s).)

Whereas Plaintiff, Chanel, Inc. ("Plaintiff") and Defendants Ying Lung Cheng a/k/a Lawrence Cheng a/k/a Laurence Cheng a/k/a Laurance Cheng, Jenny Cheng, Nevin Garrison, individually and jointly, d/b/a JGoodin.com d/b/a Legacy Design d/b/a JGI New York; and J. Good-in, Inc., a California corporation, d/b/a JGoodin.com d/b/a Legacy Design d/b/a JGI New York (the "JGoodin

1 Defendants"), have stipulated to entry of the following Judgment and Permanent
2 Injunction and have agreed to a compromise and settlement of this action and all
3 claims, defenses, and counterclaims that were or could have been raised herein:

4 IT IS HEREBY, ORDERED, ADJUDGED AND DECREED THAT:

5 1. The Court enters Judgment on the Complaint in favor of Plaintiff and
6 against the JGoodin Defendants and enters a permanent injunction as follows:

7 The JGoodin Defendants and their respective officers, agents, servants,
8 employees and attorneys ~~and all persons~~ ^{improper}, in active concert and participation with
9 them are hereby permanently enjoined from:

- 10 A. manufacturing or causing to be manufactured, importing,
11 advertising, or promoting, distributing, selling or offering to sell
12 counterfeit and infringing goods bearing the Chanel Marks;
- 13 B. using the Chanel Marks in connection with the sale of any
14 unauthorized goods;
- 15 C. using any logo, and/or layout which may be calculated to falsely
16 advertise the services or products of the JGoodin Defendants as
17 being sponsored by, authorized by, endorsed by, or in any way
18 associated with the Plaintiff;
- 19 D. falsely representing themselves as being connected with the
20 Plaintiff, through sponsorship or association;
- 21 E. engaging in any act which is likely to falsely cause members of
22 the trade and/or of the purchasing public to believe any goods or
23 services of the JGoodin Defendants, are in any way endorsed by,
24 approved by, and/or associated with the Plaintiff;
- 25 F. using any reproduction, counterfeit, copy, or colorable imitation
26 of the Chanel Marks in connection with the publicity,
27 promotion, sale, or advertising of any goods sold by the JGoodin

1 Defendants, including, without limitation, costume jewelry and
2 jewelry products;

3 G. affixing, applying, annexing or using in connection with the sale
4 of any goods, a false description or representation, including
5 words or other symbols tending to falsely describe or represent
6 the JGoodin Defendants' goods as being those of the Plaintiff, or
7 in any way endorsed by the Plaintiff;

8 H. secreting, destroying, altering, removing, or otherwise dealing
9 with the unauthorized products or any books or records which
10 contain any information relating to the importing,
11 manufacturing, producing, distributing, circulating, selling,
12 marketing, offering for sale, advertising, promoting, renting or
13 displaying of all unauthorized products which infringe the
14 Chanel Marks; and

15 I. effecting assignments or transfers, forming new entities or
16 associations or utilizing any other device for the purpose of
17 circumventing or otherwise avoiding the prohibitions set forth in
18 subparagraphs (A) through (H).

19 2. Plaintiff shall have the right to seek sanctions for contempt,
20 compensatory damages, injunctive relief, attorneys' fees, costs, and such other
21 relief deemed proper in the event of a violation or failure to comply with any of the
22 provisions hereof. The prevailing party in any such proceeding shall be entitled to
23 recover its attorneys' fees and costs.

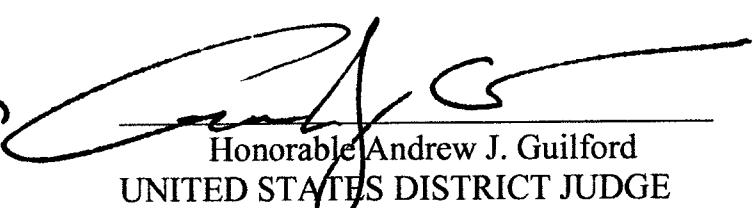
24 3. Except as expressly set forth above, Plaintiff shall take nothing by way
25 of the Complaint, and all claims in the Complaint are dismissed with prejudice.

26 4. The parties' respective attorney's fees and costs incurred in connection
27 with this action shall be borne as per the agreement of the individual parties in their
28 Settlement Agreement.

1 5. This Court will retain continuing jurisdiction over this cause to enforce
2 the terms of this Consent Final Judgment and the Settlement Agreement between
3 the parties.

4 6. All counterfeit Chanel branded products currently in the possession,
5 custody and/or control of the JGoodin Defendants shall be surrendered to Plaintiff,
6 through its counsel.

7
8 Dated: AUG 20, 2009

9
10 
11 Honorable Andrew J. Guilford
12 UNITED STATES DISTRICT JUDGE